

SUMMONS

STATE OF TENNESSEE  
LAWRENCE COUNTY  
CIRCUIT COURT AT LAWRENCEBURG, TN

Number CC: 2232-08

PATRICIA EZELL

Plaintiff

VERSUS

NATIONAL RIFLE ASSOCIATION OF AMERICA,  
et al.

Defendant

CIRCUIT COURT  
SUMMONS

TO A.G.I.A., INC.  
Serge: Thomas J. Puchalter, 7520 Via Del Placito Drive, Scottsdale, AZ: 85258  
Defendant in the above entitled civil action

You are hereby summoned, and required to serve upon Ben Boston  
plaintiff's attorney whose address is 235 Waterloo Street, P.O. Box 357, Lawrenceburg, TN 38464  
an answer to the Complaint

which is herewith served upon you within thirty (30) days after service of this summons upon you, exclusive of the day of service. You are further directed to file your defense with the Clerk of the Court and send a copy to the Plaintiff's attorney.

In case of your failure to defend this action by above date, judgment by default can be rendered against you for the relief demanded in the complaint.

Attested to on date issued 11-5-08 By DEBBIE RIDDLE  
LEON CLARKON, Circuit Court Clerk

Issued 11-5-08 By Sandra L. New D.D.

NOTICE

TO THE DEFENDANT (S):

Tennessee law provides a four thousand dollar (\$4,000.00) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed: these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

RETURN OF SERVICE OF SUMMONS

I hereby certify and return, that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

I served this summons together with a copy of the complaint herein as follows \_\_\_\_\_

Sheriff-Deputy Sheriff

THIS SUMMONS IS ISSUED PURSUANT TO RULE 4 OF THE TENNESSEE RULES OF CIVIL PROCEDURE

IN THE CIRCUIT COURT OF LAWRENCE COUNTY, TENNESSEE

PATRICIA EZELL  
1210 Poplar Drive  
Lawrenceburg, TN 38464

PLAINTIFF

vs.

NATIONAL RIFLE ASSOCIATION  
OF AMERICA

Endorsed Insurance Programs

P.O. Box 47178

Phoenix, AZ 85068

and

c/o OGC

11250 Waples Mill Road

Fairfax, VA 22030-9400

Serve: Corporation Service Company

2908 Poston Avenue

Nashville, TN 37203

And

A.G.I.A., INC.

Home Office: P.O. Box 9060

Phoenix, AZ 85068-9060

Serve: Thomas J. Puchmelter

7520 Via Del Placito Drive

Scottsdale, AZ 85258

And

LIFE INSURANCE COMPANY OF  
NORTH AMERICA

Home Office: 1601 Chestnut Street

Philadelphia, PA 19192

Serve: Commissioner of Insurance

500 James Robertson Parkway

Nashville, TN 37243

DEFENDANTS

NO. 06-2232-08

FILED FOR RECORD  
2008 NOV 5 PM 3 35

STATE OF TENNESSEE, LAWRENCE COUNTY  
I, the undersigned Circuit Clerk, do hereby  
certify that this is a true and correct copy of  
the original of this instrument filed in this cause.

This 05 day of Nov 20 08  
By Sandy R. [Signature] Clerk

### COMPLAINT

MAY IT PLEASE THE COURT, Patricia Ezell states unto this Honorable Court as follows:

1. Patricia Ezell is a citizen and resident of Lawrence County, Tennessee.
2. The defendants are as set forth in the style of this case, and service may be had on each as indicated above, each being a separate legal entity subject to service of process and liability for its actions and/or inactions.
3. Plaintiff, Patricia Ezell, is the surviving spouse of Herschel Layne Ezell, whose date of death was November 23, 2005.
4. The State of Tennessee Office of Vital Records, Tennessee Department of Health, issued a Certificate of Death No. 0506614 for Herschel Layne Ezell, which stated in Section 28 that the immediate cause of Herschel Layne Ezell's death was "blunt force injuries of head," in Section 30 that the manner of death was an "accident" and in Section 31(d) that this injury occurred as a result of a "Fall". A copy of the said death certificate is attached hereto and incorporated herein as Exhibit "1".
5. At the time of Herschel Layne Ezell's death he had purchased life insurance through the defendants, Life Insurance Company of North America and National Rifle Association of America, having Certificate No. EZEL70647A, Policy No. NRA 402002/Accidental Death and Dismemberment Policy, a copy of the insurance policy referenced is attached hereto and incorporated herein and made a part hereof as Exhibit "2" as if fully set forth.
6. Plaintiff, Patricia Ezell made a claim for payment of the death benefits from the aforesaid set forth policy subsequent to the death of her husband, and the claim was assigned a

claim number, a copy of said claim for payment/proof of loss and claim number assignment from the National Rifle Association of America being attached hereto and incorporated herein as Exhibit "3" as if fully set out.

7. Subsequent to a claim for death benefits being submitted claiming One Hundred Fifty Thousand Dollars (\$150,000.00), said claim was denied by the defendants, a copy of said denial is attached hereto and incorporated herein as Exhibit "4" as if fully set out.

8. Subsequent to the initial denial of said life insurance benefits, the parties herein corresponded and plaintiff, Patricia Ezell, individually and/or through her attorney exhausted all of her administrative remedies seeking collection of the \$150,000.00 death benefit insurance proceeds.

9. By letter dated July 18, 2006, plaintiff placed the defendants on notice that she would be claiming a bad faith refusal to pay penalty pursuant to T.C.A. §56-7-105 if the defendant continued to deny payment of this claim.


10. All of the defendants acted individually and in the alternative jointly, and in the further alternative, in a willful conspiracy, in bad faith, and in breach of contract to wrongfully deny plaintiff's claim for the \$150,000.00 death benefit insurance proceeds due her due to the death of her husband resulting in additional expense, loss, and injury to the plaintiff, including attorneys fees.

WHEREFORE, PREMISES CONSIDERED, PLAINTIFF PRAYS:

1. For judgment against the defendants jointly and severally in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) plus penalty pursuant to T.C.A. §56-7-105, pre-

judgment interest, attorney fees, and such other, further and general relief as the Court deems proper.

Respectfully submitted,

  
BEN BOSTON, #11800  
BOSTON, HOLT, SOCKWELL & DURHAM, PLLC  
235 WATERLOO STREET  
P. O. BOX 357  
LAWRENCEBURG, TN 38464  
931/762-7167  
ATTORNEY FOR PLAINTIFF

**COST BOND**

We acknowledge ourselves sureties for all costs and taxes in this case in accordance with T.C.A. §20-12-120.

This 5<sup>th</sup> day of November, 2008.

  
Principal

  
Surety

**CERTIFICATION OF VITAL RECORD**



Life Insurance Company of North America (LINA)  
1801 Chestnut Street  
Philadelphia, PA 19102  
A STOCK INSURANCE COMPANY



**NRA CERTIFICATE SCHEDULE**

**PATRICIA A EZELL**  
PO BOX 233  
LAWRENCEBURG, TN 38464-0233

**SCHEDULE OF BENEFITS**  
**GROUP ACCIDENT ONLY COVERAGE**  
Date Prepared: 7/21/08

**POLICYHOLDER:** National Rifle Association of America

**GROUP POLICY NUMBER:** NRA 402002

**CERTIFICATE NUMBER:** EZEL70647A

**LINA EFFECTIVE DATE:** 01/01/00

**PLAN NUMBER:** AD 0001000

**ORIGINAL EFFECTIVE DATE:** 1/01/02

**RIDER EFFECTIVE DATE:** 12/01/04

**RIDER PLAN NUMBER:** ADHAP 8800010

**COVERED PERSON:**

**EFFECTIVE DATE:**  
12/01/04

**PRINCIPAL SUM:**  
\$180,000.00

Insured: **PATRICIA A EZELL**  
Spouse: Not Covered  
Children: Not Covered

**Coverage Terminates at Age:** 70

**Additional Benefits:**

Hospital Confinement Benefit = \$1,500.00 per month.

Maximum Benefit Period of 12 Months

Exposure Benefit and Disappearance Benefit Rider

Rehabilitation Benefit - Percentage of Principal Sum = 2%

Maximum Limit Payable = \$2,500

Repatriation Benefit - Percentage of Principal Sum = 2%

Maximum Limit Payable = \$2,500

Common Carrier Benefit Rider (Class II Only) Maximum Limit Payable = \$180,000

Aggregate Limit of Liability is \$1,000,000

**PLEASE ATTACH THIS SCHEDULE TO YOUR CERTIFICATE OF INSURANCE. THIS  
CERTIFICATE REPLACES ANY AND ALL CERTIFICATES PREVIOUSLY ISSUED TO YOU  
WITH RESPECT TO THE POLICY NUMBER SHOWN ABOVE. WE URGE YOU TO READ  
YOUR CERTIFICATE CAREFULLY IN ORDER TO FULLY UNDERSTAND YOUR BENEFITS.**



EX2

# CERTIFICATE OF INSURANCE

## ACCIDENT ONLY COVERAGE

LIFE INSURANCE COMPANY OF NORTH AMERICA  
1881 CHESTNUT STREET, PHILADELPHIA, PA 19103

STOCK INSURANCE COMPANY HEREIN CALLED "WE", AND "US" AND "OUR"

THIS CERTIFICATE DESCRIBES LIMITED COVERAGE.  
READ IT CAREFULLY.

THIS CERTIFICATE DESCRIBES ACCIDENT ONLY COVERAGE  
WHICH DOES NOT PAY BENEFITS FOR LOSS FROM SICKNESS.


We, the Life Insurance Company of North America, have issued group insurance policy # NPA 402002 to the Policyholder named in the Certificate Schedule.

We certify that the person named in the Certificate Schedule is covered, provided the required premium has been paid. The terms "you" and "your" refer to the person who is named.

Your coverage begins on the effective date shown in the Certificate Schedule provided your initial premium is paid when due during your lifetime.

Your benefits are described in this Certificate. You should read it with care so you will understand your coverage. This is not the insurance contract. The group policy is the only contract under which benefits are paid. You may examine it at the office of the Policyholder.

LIFE INSURANCE COMPANY OF NORTH AMERICA

  
Robert J. Upton, Secretary

  
John K. Leonard, President

## PREMIUM PAYMENT

Premiums for your coverage are payable to us. Premiums must be paid when due, subject to the grace period provision.

We may change the premium rates under the group policy, but only if the same change is made for all persons in the same class covered under the group policy.

## GRACE PERIOD

A grace period of 31 days is granted for each premium due after the first. Coverage will stay in force during this period unless notice to terminate coverage under the group policy has been sent. Coverage will end on the date premium was due if the premium has not been paid when the grace period expires.

## 30-DAY RIGHT TO EXAMINE CERTIFICATE

If you do not like the coverage provided under this Certificate for any reason, it may be returned to us not more than 30 days after receipt. We will return any premium that has been paid. In that case the Certificate will be void, as if it had never been issued.

301-604082



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## TERMINATION OF COVERAGE

Your coverage will end on the earliest of:

- 1) the next premium due date if you are no longer an eligible Member of the National Rifle Association of America;
- 2) the premium due date, if the required premium is not paid by the end of the 31-day grace period;
- 3) the date the group policy is terminated;
- 4) the date that coverage is terminated for the class of eligible persons to which you belong;
- 5) the date that the plan of benefits under which you are covered is terminated;
- 6) the premium due date on or next following your 70th birthday.

Termination will not affect a claim for a covered loss due to an accident which occurred while coverage was in effect.

## ELIGIBILITY

Classes eligible are:

Class	Description
I	All Members in good standing of the National Rifle Association of America who were insured under Hartford Life Insurance Company Policy #ADD-6489 on 12/31/99 and previously covered under North America Life and Casualty Policy #6854 on 7/30/82 and not in Classes II or III.
Ia	The legal spouse of a Class I insured who was covered under the Policy #ADD-6489 on 12/31/99.
Ib	The unmarried children as defined in the Dependent Coverage Rider, of a Class I insured under Hartford Life Insurance Company, Policy #ADD-6489 on 12/31/99.
II	All Members in good standing of the National Rifle Association of America who were insured under Hartford Life Insurance Company Policy #ADD-6489 on 12/31/99 and previously covered under North America Life and Casualty Policy #6854 on or after 10/1/82 and prior to 1/1/83.
Ila	The legal spouse of a Class II insured who was covered under the Policy #ADD-6489 on 12/31/99.
Ilb	The unmarried children as defined in the Dependent Coverage Rider, of a Class II insured under Hartford Life Insurance Company, Policy #ADD-6489 on 12/31/99.
III	All Members in good standing of the National Rifle Association of America who were insured under Hartford Life Insurance Company, Policy #ADD-6489 on 12/31/99 and previously covered under North America Life and Casualty Policy #6854 on or after 5/1/90 and prior to 5/1/92.
IIla	The legal spouse of a Class III insured who was covered under the Policy #ADD-6489 on 12/31/99.
IIlb	The unmarried children, as defined in the Dependent Coverage Rider, of a Class III insured under Hartford Life Insurance Company Policy #ADD-6489 on 12/31/99.

## DESCRIPTION OF BENEFITS

### BENEFITS FOR ACCIDENTAL LOSS OF LIFE:

We will pay the applicable Principal Sum stated in the Schedule of Benefits if, within a year of an accident covered by the group policy, bodily injuries you suffer as a direct result and from no other cause from that accident, result in the loss of your life. The accident must happen while you are covered under the group policy.

### BENEFIT FOR ACCIDENTAL LOSS OF LIMB OR SIGHT:

We will pay this benefit if:

- 1) you are injured in an accident which happens while you are covered under the group policy; and
- 2) you suffer one of the losses listed below as a direct result of that accident and from no other cause, within a year of the accident.

The Principal Sum is shown on your Certificate Schedule.

#### CLASS I and CLASS II

Loss	Benefit
Two or more members	100% of the Principal Sum
One member	50% of the Principal Sum
Thumb and index finger of the same hand	25% of the Principal Sum

#### CLASS III

Loss	Benefit
Two or more members	50% of the Principal Sum
One member	25% of the Principal Sum
Thumb and index finger of the same hand	12.5% of the Principal Sum

"Member" means hand, foot or eye. Loss of a hand or foot means complete severance through or above the wrist or ankle joint. (In South Carolina, the complete severance of four whole fingers from one hand equals the loss of one hand).

"Loss of an Eye" means the total, permanent and irrecoverable loss of sight in the eye.

"Loss of a thumb and index finger" means complete severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand). (In California, loss of a thumb and index finger means loss by complete severance of at least one whole phalanx of each).

"Severance" means the complete separation and dismemberment of the limb from the body.

### BENEFITS FOR ACCIDENTAL PARALYSIS

We will pay this benefit if:

- 1) you are injured in an accident which happens while you are covered under the group policy; and
- 2) you suffer one of the losses listed below as a direct result of that accident and from no other cause, within a year of the accident.

The Principal Sum is shown on your Certificate Schedule.

Loss	Benefit
Quadriplegia (total paralysis of both upper and lower limbs)	100% of the Principal Sum
Paraplegia (total paralysis of both lower limbs)	75% of the Principal Sum
Hemiplegia (total paralysis of upper and lower limbs on one side of the body)	50% of the Principal Sum

"Paralysis" means loss of use, without severance, of a limb. This loss must be determined by a doctor to be complete and not reversible.

## MULTIPLE LOSSES

If you suffer more than one covered loss as a result of any one accident, we will pay for the loss with the largest benefit.

## Aggregate Limit of Liability

The Aggregate Limit of Liability for each accident is shown on the Certificate Schedule. The Aggregate Limit includes all benefits payable, whether payable in a lump sum or on a monthly basis.

## DEFINITIONS

Whenever used in this Certificate:

"Accident" means a sudden, unforeseeable external event which:

- (1) causes injury to you; and
- (2) which is not contributed to by disease, sickness, Mental or bodily infirmity.

"Doctor" means a licensed practitioner of the healing arts acting within the scope of his license. Doctor does not include: you or your spouse; or you or your spouse's child, parent, brother, sister; or a person living with you.

"Injury" means bodily harm which results, directly and independently of all other causes, from an accident.

## EXCLUSIONS

Benefits will not be paid for a loss caused by or resulting from:

- 1) intentionally self-inflicted injury, suicide or any attempt thereof, while sane or insane (in Missouri while sane);
- 2) voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a doctor. (Accidental ingestion of a poisonous substance is not excluded);
- 3) driving while intoxicated or driving under the influence of a controlled substance unless administered on the advice of a doctor;
- 4) commission or attempt to commit a felony;
- 5) declared or undeclared war or act of war;
- 6) an accident which occurs while you are on active duty service in any armed forces. Send us proof of service. We will refund any premium paid for this time. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days);
- 7) travel or flight in (including getting in or out, on or off) any aircraft or device which can fly above the earth's surface, if:
  - A. The aircraft or device is being used:
    - (1) for test or experimental purposes; or
    - (2) by or for any military authority. (Aircraft flown by the U.S. Military Airlift Command (MAC) or similar service of another country are not excluded); or
    - (3) for travel, or is designed for travel, beyond the earth's atmosphere; or
    - (4) by or for the Policyholder or any of its subsidiaries and affiliates. This exclusion applies whether the aircraft or device is owned, leased, operated or controlled by the Policyholder. "Controlled" means the Policyholder may use the aircraft or device as it wishes for more than 10 consecutive days or more than 11 days in any year.

OR

- B. You are:
  - (1) serving as pilot or crew member (or student taking a flying lesson) and are not riding as a passenger; or
  - (2) hang-gliding, parasailing; or
  - (3) parachuting, except making a parachute jump for self-preservation; and
- 8) sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.

## GENERAL PROVISIONS

### Notice of Claim:

Written notice must be given within 30 days (Kentucky: 60 days) after a covered loss begins or as soon as reasonably possible. Notice can be given to us at our home office at Philadelphia, Pennsylvania or to our agent. Notice should include your name, address and group policy number.

### Claim Forms:

When we receive the notice of claim, we will send forms for filing proof of loss. If claim forms are not sent within 15 days after we receive notice of claim, the proof requirements will be met by submitting, within 90 days, written proof of the nature and extent of the loss.

### Proof of Loss:

Written proof, satisfactory to us, must be given to us within 90 days after the date of loss. If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible.

### Time of Payment of Claims:

Benefits payable under the group policy for a loss other than loss for which the group policy provides a periodic payment will be paid as soon as we receive written proof of loss satisfactory to us. Subject to such written proof of loss, all accrued benefits for loss for which the group policy provides periodic payment will be paid not later than the end of each month during the continuance of the period for which we are liable. Any balance remaining unpaid at the end of liability will be paid as soon as we receive due written proof satisfactory to us.

### Payment of Claims:

Your loss of life benefits will be paid to the beneficiary named in our files. If you have designated more than one beneficiary your benefits will be divided equally among all beneficiaries you have named, unless you have directed us otherwise.

If there is no surviving beneficiary, your loss of life benefits will be paid in one lump sum to the first surviving class of the following classes of beneficiaries:

- a) your wife or husband;
- b) your child or children;
- c) your mother and father;
- d) your sisters and brothers.

If there is no surviving member of any of the above classes, the benefits will be paid to your estate. All other benefits will be paid to you, if living, or your estate. If we are to make payments to your estate or to a family member who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

The benefits can be paid in one lump sum, or at your written request, in accordance with one of our available settlement plans. If you have not chosen any such settlement plan, the beneficiary can do so after your death. The beneficiary should request in writing to be paid from an available settlement plan. We must agree to the plan chosen.

### Change of Beneficiary:

You can change your beneficiary at any time by giving us written notice. The beneficiary's consent is not required for this or any other change which you may make unless the designation of beneficiary is irrevocable.

### Physical Examination and Autopsy:

We will pay the cost and have the right to have you examined as often as reasonably necessary while a claim is pending. We can have an autopsy performed at our expense unless prohibited by law.

### Plan Changes:

We may agree with the Policyholder to modify a plan of benefits without your consent.

**Legal Actions:**

No action at law or in equity shall be brought to recover benefits under the group policy less than 60 days after written proof of loss has been furnished as required by the group policy. No such action shall be brought more than 3 years (Kansas: 5 years; South Carolina: 6 years) after the time written proof of loss is required to be furnished.

**Multiple Certificates:**

You are not eligible for coverage under more than one Certificate providing voluntary accidental death coverage under group policies issued by us to the Policyholder. If premium is being paid for more than one such Certificate, coverage will be in effect under only one of them at any one time and premiums paid for Certificates which are not in effect will be refunded.

**Worker's Compensation Insurance:**

The group policy is not in lieu of and does not affect any requirement for coverage under any Worker's Compensation Insurance.

**Misstatement of Age or Sex:**

If your age or sex has been misstated, the benefits will be what the premium paid would have bought at the correct age or sex.

## DEPENDENT COVERAGE RIDER

This rider is attached to and made a part of your group insurance Certificate which describes your coverage under the group policy. This rider is subject to the terms, conditions, and provisions contained in the Certificate.

Coverage under this rider begins on the effective date shown on the Certificate Schedule provided the initial premium is paid during the lifetime of your Covered Dependents.

### BENEFITS

Benefits, as described in the Section of your certificate titled "Description of Benefits", are provided for your Covered Dependents as defined in this rider.

The applicable Principal Sum for a Covered Dependent is based upon a percentage of your Principal Sum and is shown on your Certificate Schedule. The maximum amount for which the insured's Covered Dependent Child is covered will not exceed \$15,000. The maximum amount for which the insured's Covered Dependent Spouse is covered will not exceed \$75,000.

### TERMINATION:

A Covered Dependent's coverage will end on the earliest of:

- 1) the date your coverage ends;
- 2) the premium due date if the required premium is not paid by the end of the 31-day grace period;
- 3) the next premium due date, if the Covered Dependent is no longer an eligible dependent;
- 4) the date that coverage is terminated for the class of persons to which the Covered Dependent belongs.

Termination will not affect a claim for a covered loss due to an accident which occurred while coverage was in effect.

### BENEFICIARY

A covered Dependent's benefits will be paid to you, if living. If not, we will pay your estate.

### ADDING DEPENDENTS

Any eligible dependents not covered on the effective date of your coverage may become covered by written request to us and by payment of any required premium. The effective date of such dependent's coverage will be the first of the month after we have approved the request, provided the correct initial premium is paid during their lifetime.

### DEFINITIONS

"Covered Dependent" means your legal spouse who is under age 70 and your unmarried dependent child(ren) whose principal residence is with you, who relies on you for support and maintenance and who is under 21 years of age, (under 25 while a full-time student in an accredited school), provided the required premiums have been paid for them.

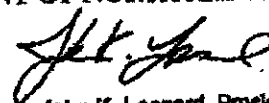
We will continue coverage for a child who is age 19 or more years old and primarily supported by you or your spouse and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to the Insurance Company within 31 days after the date the child ceases to qualify as a Dependent for the reasons listed above. During the next two years the Insurance Company may from time to time require proof of the continuation of such condition and dependence. After that, the Insurance Company may require proof no more than once a year.

"Child" means a child born to, or legally adopted by, the insured. The term includes a child during any waiting period prior to the finalization of the child's adoption. It means a stepchild or a foster child living with the insured.

For insureds who are residents of the District of Columbia, a child must be a United States citizen or have a permanent Alien Registration Card. "Child" will also include a minor grandchild, niece, or nephew under the Primary Care of the insured if the legal guardian of the minor grandchild, niece, or nephew is other than the insured, and is not eligible for accident coverage under another policy. For the purpose of this section, "Primary Care" means the insured provides food, clothing, and shelter on a regular and continuous basis, for the minor grandchild, niece, or nephew during the time that the District of Columbia public schools are in regular session.

This rider terminates at the same time as the Certificate to which it is attached unless terminated at an earlier date. Except for the above, the rider does not change the Certificate in any other way.

LIFE INSURANCE COMPANY OF NORTH AMERICA



John K. Leonard, President



### SPOUSE RETRAINING BENEFIT RIDER

This rider is attached to and made a part of your group insurance Certificate which describes your coverage under the group policy. This rider is subject to the terms, conditions, and provisions contained in your Certificate.

Coverage under this rider begins on the effective date shown on the Certificate Schedule provided premiums are paid when due.

### BENEFIT

We will pay your Covered Dependent Spouse a Retraining Benefit in an amount equal to the lesser of 5% of your Principal Sum, the cost of the retraining, or \$5,000 to enable your Covered Dependent Spouse to obtain occupational or educational training.

We will pay this benefit if:

- (1) you die as a result of an accident which is covered under the group policy;
- (2) you are survived by a Covered Dependent spouse; and
- (3) such spouse:
  - a) enrolls in an accredited school within one year of your death;
  - b) attends for the purpose of training or refreshing skills for employment;
  - c) incurs expenses from such school; and
- (4) coverage under this benefit is in force.

If coverage for a Dependent Spouse is in force, but there is no Dependent Spouse who qualifies within 365 days of such accident, then we will pay a benefit of \$1,500 to your beneficiary.

We will pay the benefit at the end of a twenty four month period following your death. Proof of enrollment and attendance, satisfactory to us, must be submitted to us. A twenty four month period starts when the Dependent Spouse enrolls in an accredited school for the first time after your death.

This rider terminates at the same time as the Certificate to which it is attached unless terminated at an earlier date. Except for the above, the rider does not change the Certificate in any other way.

LIFE INSURANCE COMPANY OF NORTH AMERICA

  
John K. Leonard, President

### EXPOSURE BENEFIT AND DISAPPEARANCE BENEFIT RIDER

This rider is attached to and made a part of your group insurance Certificate. This rider is subject to the terms, conditions and provisions contained in the Certificate.

Coverage under this rider begins on the effective date shown on your Certificate Schedule, provided premiums are paid when due.

#### EXPOSURE BENEFIT

Under the Accidental Loss of Life or Accidental Loss of Limb or Sight benefits, exposure will be considered to be an accident.

Exposure to the elements will be presumed to be an accident if:

- a) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which you or your Covered Dependents are passengers at the time of the accident; and
- b) this policy would have covered injury resulting from such accident.

#### DISAPPEARANCE BENEFIT

Under the Accidental Loss of Life benefit you or your Covered Dependent will be presumed to have suffered loss of life due to an accident if:

- a) you or your Covered Dependent were an occupant in a conveyance which was involved in an accidental forced landing, stranding, sinking or wreck;
- b) your or your Covered Dependent's body has not been found within one year after this occurrence; and
- c) this policy would have covered loss of life resulting from such accident.

Benefits may be payable under either the Exposure Benefit or the Disappearance Benefit, but not both.

This rider terminates at the same time as the Certificate to which it is attached unless terminated at an earlier date. Except for the above, the rider does not change the Certificate in any other way.

LIFE INSURANCE COMPANY OF NORTH AMERICA

  
John K. Leonard, President

### REHABILITATION BENEFIT

This rider is attached to and made a part of your group insurance Certificate. This rider is subject to the terms, conditions and provisions contained in the Certificate.

Coverage under this rider begins on the effective date shown on your Certificate Schedule, provided premiums are paid when due.

We will pay rehabilitation benefits in addition to other benefits payable under this policy if:

- a) you or your covered dependent's injury results in any loss, other than loss of life for which a benefit is payable;
- b) the loss occurs within 365 days after the date of the accident;
- c) you or your covered dependent incurs expenses for rehabilitative training.

The benefit will be the lesser of:

- a) the expense incurred for rehabilitative training;
- b) the amount or percentage of the Principal Sum shown on the Certificate Schedule; or
- c) the Maximum Benefit.

Any expense must be incurred within two years of the date of the accident.

### DEFINITIONS

Rehabilitative Training means any training which:

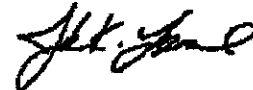
- a) is required due to your or your covered dependent's injury; and
- b) prepares you or your covered dependent for an occupation in which you or your covered dependent would not have engaged except for the injury.

Expense incurred means the actual cost:

- a) of the training; and
- b) of the materials needed for the training.

This rider terminates at the same time as the Certificate to which it is attached unless terminated at an earlier date. Except for the above, the rider does not change the Certificate in any other way.

LIFE INSURANCE COMPANY OF NORTH AMERICA,



John K. Leonard, President

### REPATRIATION BENEFIT

This rider is attached to and made a part of your group Insurance Certificate. This rider is subject to the terms, conditions and provisions contained in the Certificate.

Coverage under this rider begins on the effective date shown on your Certificate Schedule, provided premiums are paid when due.

In addition to other benefits under the policy, we will pay a Repatriation Benefit to return your or your covered dependent's remains to your place of residence in your home state/country. Death must result directly and from no other cause from a covered accident which occurs while this benefit is in effect and for which a loss of life benefit is payable under this policy. Death must occur while outside your home state/country.

We will pay the lesser of:

- a) the eligible expenses;
- b) a percentage of your or your covered dependent's Principal Sum; or
- c) the Maximum Benefit Amount.

Eligible expenses are costs incurred for:

- a) preparation of the deceased's body for burial or cremation;
- b) cremation;
- c) coffin or urn; and
- d) transportation of the body or remains.

### EXCLUSIONS

Benefits will not be paid for any person to accompany the remains back to their home state/country.

This rider terminates at the same time as the Certificate to which it is attached unless terminated at an earlier date. Except for the above, the rider does not change the Certificate in any other way.

LIFE INSURANCE COMPANY OF NORTH AMERICA

  
John K. Leonard, President

## COMMON CARRIER BENEFIT RIDER CLASS II ONLY

This rider is attached to and made a part of your group insurance Certificate which describes your coverage under the group policy. This rider is subject to the terms, conditions, and provisions contained in your Certificate.

Coverage under this rider begins on the effective date shown on the Certificate Schedule provided premiums are paid when due.

### BENEFIT

We will pay an additional amount equal to your or your Covered Dependent's applicable percentage of the Principal Sum shown in the Certificate Schedule/Description of Benefits, if you or your Covered Dependent suffers from a loss which is covered under the group policy. The loss must result from an accident which occurs while you or your Covered Dependent is riding as a passenger in, or is struck by a Common Carrier. Riding includes getting into and out of the Common Carrier.

We will also pay this benefit for a loss due to accidental exposure to the elements after the forced landing, stranding, sinking or wrecking of such common carrier in which you or your Covered Dependent was riding as a passenger.

"Common Carrier" means:

- (1) a public conveyance (including aircraft) which is licensed for hire to carry fare-paying passengers; or
- (2) a transport aircraft operated by the U.S. Military Airlift Command or a similar air transport service of another country.

The Aggregate limit of liability per accident is \$1,000,000. If the amount payable would otherwise exceed this limit, the amount payable to you and your Covered Dependents will be proportionately reduced.

This rider terminates at the same time as the Certificate to which it is attached, unless terminated at an earlier date. Except for the above, the rider does not change the Certificate in any other way.

LIFE INSURANCE COMPANY OF NORTH AMERICA

  
John K. Leonard, President

## Legionnaire Insurance Trust Program

Life Insurance Company of North America - 1601 Chestnut Street, Philadelphia, PA 19102  
A Stock Insurance Company Herein Called "We," "Us" and "Our"

01000

### DEPENDENT COVERAGE RIDER

This rider is attached to and made a part of your group insurance certificate which describes your coverage under the group policy. This rider is subject to the terms, conditions, and provisions contained in your certificate.

Coverage under this rider begins on the effective date shown on the Certificate Schedule provided the initial premium is paid when due.

#### BENEFITS

Benefits, as described in the Section of your certificate titled "Description of Coverage", as defined in this rider, are provided for your Covered Dependents.

The applicable Daily Benefit for your Covered Dependents is shown on your Certificate Schedule.

#### TERMINATION:

A Covered Dependent's coverage will end on the earliest of:

- 1) the date your coverage ends;
- 2) the premium due date if the required premium is not paid by the end of the 31-day grace period;
- 3) the next premium due date, if the Covered Dependent is no longer eligible; however, a Covered Dependent child's coverage will continue after such child has reached the age limit and is both:
  - a) disabled as of his or her 25th birthday; and
  - b) incapable of self-sustaining employment due to a physical or mental handicap.

The insured must give us proof of the dependent child's disability within 31 days of the child reaching the age limit. We may require proof again from time to time but not more than once a year after the first year following the child reaching the age limit.

- 4) the date that coverage is terminated for the class of persons to which the Covered Dependent belongs;
- 5) the date the group policy is terminated.

Termination will not affect a claim for hospital confinements beginning or care received while coverage was in effect.

#### ADDING DEPENDENTS

Any eligible dependents not covered on the effective date of your coverage will be automatically covered from the moment of birth. Payment of all required premium must be made (additional premium will not be required if at least one dependent is already insured under the insured's coverage).

**Newborn Children:** If a child is born to any insured under this policy while such insured's coverage is in force, such child shall automatically be accepted by us and become a Covered Dependent from the moment of birth, to include coverage for sickness or injury and the necessary care and treatment of medically diagnosed congenital defects, birth abnormalities and premature birth, including dependent grandchildren who reside with a covered grandparent. Routine care for such child is not covered under this policy. Payment of all required premium must be made (additional premium will not be required if at least one dependent is already insured under the insured's coverage).

Automatic coverage for sickness or injury will also be extended to any adopted child from the moment of placement (the assumption and retention by a person of a legal obligation for total or partial support of a child pending adoption). Payment of all required premium must be made (additional premium will not be required if at least one dependent is already insured under the insured's coverage).



Handicapped Dependents - Coverage may be kept in force for a dependent who has reached the maximum age, if the child cannot earn a living due to mental retardation or physical handicap. To keep this coverage in force, you must send us proof that the dependent is disabled. We may later require proof that the dependent is still disabled, but not more than once a year after two years.

#### DEFINITIONS

"Covered Dependent" means your legal spouse and your unmarried dependent child(ren) whose principal residence is with you, who relies on you for support and maintenance and who is under 18 years of age (under 25, if a full-time student in an accredited school, college or university), provided the required premiums have been paid for them.

Child includes stepchild, foster child, legally adopted child, a child pending finalization of adoption proceedings, and natural child.

This rider terminates at the same time as the Certificate to which it is attached. Except for the above, the rider does not change the Certificate in any way.

LIFE INSURANCE COMPANY OF NORTH AMERICA

*Michael W. Bell*

Michael W. Bell, President

***Group/Association - Proof of Loss  
Life Insurance  
Accidental Death Insurance***



**CIGNA Group Insurance**  
Life • Accident • Disability

Connecticut General Life Insurance Company  
Life Insurance Company of North America  
CIGNA Life Insurance Company of New York

EX 3

621280 (04/2005)

**FRAUD WARNING:** Any person who, knowingly and with intent to defraud any insurance company or other person: (1) files an application for insurance or statement of claim containing any materially false information; or (2) conceals for the purpose of misleading, information concerning any material fact thereto, commits a fraudulent insurance act. For residents of the following states, please see last page: California, Colorado, District of Columbia, Florida, Kentucky, Maryland, Minnesota, New Jersey, New York, Oregon, Pennsylvania, Tennessee, Texas or Virginia.

### INSTRUCTIONS FOR FILING A CLAIM

THIS FORM IS FOR LIFE INSURANCE OR ACCIDENTAL DEATH PROCEEDS ONLY.  
COMPLETE THE FORM ACCORDING TO THE INSTRUCTIONS, TO AVOID DELAY OR RETURN OF THE FORM.  
To The Employee/Administrator: A. Submit completed form to your assigned Claims Office with a certified Death Certificate and Beneficiary Designation.  
B. If there is no designated Beneficiary, a Preference Beneficiary's Affidavit must be completed and notarized.

### SECTION TO BE COMPLETED BY THE EMPLOYER / ADMINISTRATOR

Name of Employee/Insured (Last Name) (First Name) (Middle Initial) <b>Ezell, Leigh</b>		Date of Birth	Social Security No.	Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F
Address (Street) (City) (State) (Zip Code) <b>P. O. Box 233, 151 Hughes Hollow Road, Lawrenceburg, TN 38454</b>				
Insured's Marital Status <input type="checkbox"/> Single <input checked="" type="checkbox"/> Married <input type="checkbox"/> Widow/Widower <input type="checkbox"/> Separated <input type="checkbox"/> Divorced				
Policy Number(s) <b>CUR - E2EL70647A</b>	Occupation <b>Management/Sales</b>	Was insurance issued on the basis of a statement of physical condition? (If yes, attach copy) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Please check the appropriate blocks regarding the insured's employment status.				
<input checked="" type="checkbox"/> Active <input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Management <input type="checkbox"/> Supervisory <input type="checkbox"/> Union Local # <input checked="" type="checkbox"/> Salaried <input type="checkbox"/> Hrs./Wk. <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time		<input type="checkbox"/> Retired <input type="checkbox"/> Non-Exempt <input type="checkbox"/> Non-Management <input type="checkbox"/> Non-Supervisory <input type="checkbox"/> Non-Union <input type="checkbox"/> Hourly <input type="checkbox"/> Part-time		
Basic Annual Earnings <b>\$70,000</b>	Date of Last Change in Earnings <b>Income varied due to commission</b>	Date of Last Increase in Benefits <b>Unknown</b>	Amount of Insurance Basic: <b>AD&amp;D: 150,000</b>	
Date Hired/Member of Assoc. <b>1979(2)</b>	Effective Date of Insurance <b>1-1-82</b>	Date Last Worked <b>11-22-05</b>	Date of Death <b>11-23-05</b>	Premium Paid Through Date <b>1-30-06</b>
Percentage of Insured's Contribution Toward Premium <b>100%</b>		Insured's Contributions Were Made on <input type="checkbox"/> Pre-tax or <input checked="" type="checkbox"/> Post-tax Basis		
		Has an assignment been taken? (If so please attach) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Was the above Considered an Employee/Association Member until the Date of Death? If Not, Please Explain <b>Yes</b>				
If the employee was not actively at work immediately prior to death, what was the reason? <input type="checkbox"/> Disability <input type="checkbox"/> Leave of Absence <input type="checkbox"/> Vacation <input type="checkbox"/> Discharge <input checked="" type="checkbox"/> Resigned <input type="checkbox"/> Retired <input type="checkbox"/> Temporary Layoff <input type="checkbox"/> Other				
Was Coverage Still in Effect Through the Date of Death? If Not, Please Explain <b>Yes</b>				

### EMPLOYER'S/ADMINISTRATOR'S CERTIFICATION

Name of Employer/Association		Division
Address (Street) (City) (State) (Zip)		Telephone Number
This is to certify that the facts as indicated on this form are true to the best of my knowledge and belief.		
Signature	Title	Date

### TO BE COMPLETED IF CLAIM IS FOR DEPENDENT BENEFITS

Name of Dependent (Last Name) (First Name) (Middle Initial)		Date of Birth	Social Security No.	Sex <input type="checkbox"/> M <input type="checkbox"/> F
Relationship to Employee/Association Member		Amount of Dependent Insurance		Dependent's Occupation
Is Child <input type="checkbox"/> Full-time student <input type="checkbox"/> Part-time student	Name & Address of School (Street) (City) (State) (Zip Code)			
Was the Dependent Totally Disabled? <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, Date Disability Began		

TO BE COMPLETED IF CLAIM IS FOR ACCIDENTAL DEATH BENEFITS					
Where and How Did the Accident Happen? Please Describe in Detail					Date and Time of Accident
Deceased fell in the kitchen at home and struck his head. See Emergency Room records from St. Thomas Hospital, Nashville, Tennessee, attached.					11-22-05  Approx. 9:30 p.m.
SECTION TO BE COMPLETED BY THE BENEFICIARY					
Name of Beneficiary	(Last Name)	(First Name)	(Middle Initial)	Date of Birth	Social Security No.
	Ezell	Patricia	A.		
Address	(Street)	(City)	(State)	(Zip Code)	Relationship to Deceased
	P.O. Box 233, Lawrenceburg, TN	38464			Spouse
Name and Address of Legal Guardian if Beneficiary is A Minor					Daytime Telephone No.
					931-762-7167
Did the Deceased Have Other Insurance Coverage? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Type of Insurance		Policy Number(s)	
		Life		See below	
Identify Insurance Carrier(s)					
See below					
During the past 3 years, did the deceased use any form of tobacco product?					
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Cigars occasionally					
Please List Any Hospital, Clinics or Physicians That Treated the Deceased During the Past 5 Years.					
Name		Complete Address		Treatment Period	
See below					
I certify that the foregoing information is true, correct and complete to the best of my knowledge.					
Beneficiary Signature					Date
Patricia A. Ezell					1-5-06

Dr. Gregory Hinas, P.O. Box 747, Lawrenceburg, TN 38464 - Primary care physician  
 Dr. Douglas Peacor, 2400 Patterson Street, Nashville, TN 37205 - Cardiologist  
 Dr. John Lea, 2400 Patterson Street, Nashville, TN 37205 - Heart Surgeon  
 St. Thomas Hospital and staff, 4220 Harding Road, Nashville, TN 37205

Heart by-pass surgery performed by Dr. Lea on October 5, 2005. Released to return to work November 2, 2005. Last saw Dr. Lea on November 8, 2005.

Dr. Paul Latour, 1909 Mallory Lane, Franklin, TN - Dermatologist every six months.

Other Insurance:

Great Southern Life Ins., #1640347  
 Stonebridge Life, #25495 GC302  
 Fort Dearborn Life, #ET82594



**NRA**

Protecting Your Rights,  
Protecting Your Family

P.O. Box 22108  
Santa Barbara, CA 93121-2108

August 17, 2007

Patricia A Ezell  
1210 Polar Dr  
Lawrenceburg, TN 38464-0233

Re: Certificate # EZEL70647A  
Claim Number 072193007

Dear Ms Ezell,

We acknowledge receipt of your claim. A claims representative has been assigned to handle this claim.

There is no action required on your part at this time unless contacted by one of our benefit analysts.

Please refer any and all correspondence or inquiries relating to this claim to our ASIA claims department: P.O. Box 9060, Phoenix AZ 85068,  
(800) 876-4165.

Sincerely,  
Benefits Administration

EX 4

Administered by: A.G.I.A., Inc.  
Customer Service P.O. Box 22108, Santa Barbara, California 93121-2108 (877) NRA-3006  
Claims Department P.O. Box 47178, Phoenix, Arizona 85068-7178 (877) NRA-3006

0014

Plan Administrator  
4835 E. Cactus Road  
Suite 410  
Scottsdale, AZ 85254-7178

Address Service Requested

|||||  
PATRICIA EZELL  
PO BOX 233  
LAWRENCEBURG, TN 38464-0233

Need Help With Your Claims?

1-877-872-3008

Insured: LAYNE EZELL  
Participant ID: EZEL70647A  
Claim No.: 060093601  
Patient Name: LAYNE EZELL  
Relationship: Self  
Date Processed: 05/07/2006

**NONPAYMENT EXPLANATION OF BENEFITS**  
**National Rifle Association**

Provider	Description of Service	Service Dates	Eligible Amount	Not Covered	Deductible	Benefit Payment	Remark Codes
BENEFICIARY STATEMENT	DENIAL	11/23-11/23/2005	150,000.00	150,000.00	- 0.00	0.00	16
	TOTALS		150,000.00	150,000.00	0.00	0.00	

**Remarks**

16 (Line 01-\$150,000.00) You will receive a letter further explaining the processing of your claim.

EX 4